

MEMORANDUM OF UNDERSTANDING
between
the U.S. Department of State
and
the U.S.-UAE Business Council, the UAE-India Business
Council, and the UAE-Israel Business Council
regarding the
I2U2 Private Enterprise Partnership

I. Purpose

The Office of the Under Secretary for Economic Growth, Energy, and Environment (“E”) of the U.S. Department of State (“DOS”) and the U.S.-UAE Business Council, the UAE-India Business Council, and the UAE-Israel Business Council, collectively referred to as the I2U2 Business Coalition (“I2U2 BC”) when acting to advance the Israel, India, UAE, and U.S. Initiative (“I2U2”), share the common goals of drawing greater awareness to the potential of the I2U2 Initiative, particularly in the seven key sectors of focus, namely water, energy, transportation, technology, space, health, and food security, and mobilizing the private sectors within the I2U2 countries to identify, explore, and participate in specific projects that further the goals of this initiative. For this reason, DOS, the U.S.-UAE Business Council, the UAE-India Business Council, and the UAE-Israel Business Council (collectively, the “Participants”) enter into this Memorandum of Understanding (“MOU”) to combine efforts, resources and ideas in order to pursue initiatives of mutual interest that support these common goals. The purpose of this MOU is to set forth the understandings and intentions of the Participants with regard to their shared objectives. The Participants are entering into this MOU while wishing to maintain their own separate and unique missions and mandates.

II. Authorities

DOS enters into this MOU pursuant to its authorities under Section 5 of the State Department Basic Authorities Act (22 U.S.C. § 2672).

III. Objectives, Roles, and Responsibilities

This MOU provides for a broad-based core alliance among the Participants. It reflects a shared value and focus for seeking joint collaboration opportunities within each Participant's respective vision, mission, and program focus within the context of increasing awareness of the I2U2 Initiative in the seven key sectors and mobilizing the private sectors within the I2U2 countries.

This MOU establishes a partnership between DOS and the U.S.-UAE Business Council, UAE-India Business Council, and UAE-Israel Business Council, which are collectively referred to as the I2U2 Business Coalition ("I2U2 BC"), a coalition established under a separate MOU between the business councils. Any additional members to the I2U2 BC will not be party to the Partnership without an amendment to this MOU. The I2U2 BC's mission is to engage the governments of India, Israel, the United Arab Emirates, and the United States of America regarding the I2U2 Initiative, increase awareness of the enormous potential of the initiative; promote the important role that the private sector has in realizing the initiative's full potential, and endeavor to mobilize and energize the private sectors in the I2U2 countries to identify, promote, and support, as appropriate, certain projects that further the goals of the initiative.

The I2U2 BC has no formal relationship with DOS or the U.S. government and is not subject to the control or direction of DOS or the U.S. government within the scope of the Partnership.

The I2U2 BC intends to, in coordination with DOS:

1. Convene a series of events in India, Israel, the United Arab Emirates, and the United States with key government officials to draw attention to the I2U2 initiative and bring greater awareness to its potential for the business community in each of the four countries.
2. Present potential projects from business and industry for DOS's consideration for the I2U2 initiative.

3. Convene a series of virtual working group meetings of key businesses in those sectors that are of particular focus for the I2U2 initiative: food security, energy, water, space, transport, health, and technology.
4. Publish a series of studies and white papers by leading U.S., Emirati, Indian, and Israeli think tanks, scholars, and thought leaders about the potential for I2U2.
5. Create a series of video interviews about the I2U2 initiative that can be jointly shared on the councils' platforms, as appropriate.
6. Leverage the councils' respective email distribution lists, websites, and social media outlets to bring greater attention to the I2U2 initiative and the above events and activities.
7. Leverage the councils' connections with press in all four countries to disseminate news about the above.

DOS, subject to the availability of funds, intends to:

1. Participate in events, working groups, and interviews by the I2U2 Private Enterprise Partnership, as appropriate.
2. Assist in determining fruitful topics for studies, white papers, and working groups to promote the goals of the I2U2 Initiative, as appropriate.
3. Review projects presented by the I2U2 Private Enterprise Partnership for further consideration by I2U2 partner countries.
4. Review potential future partners of the I2U2 Private Enterprise Partnership to ensure that they are suitable partners and that there is no conflict of interest with relevant DOS programs and operations. To this end, I2U2 Private Enterprise Partnership Members intend to provide details of potential private sector partners to DOS before entering into discussions to pursue a partnership, so that DOS can coordinate the necessary due diligence.

5. Coordinate, as appropriate, on the efforts by the Partners to publicize the I2U2 initiative described above.

In the event a private sector partner desires to contribute funds or in-kind contributions directly to DOS for existing DOS-funded programs, such contributions are subject to approval from DOS.

IV. Management

- A. The I2U2 Private Enterprise Partnership is intended to be a collaboration between DOS and the I2U2 BC. All initiatives, events, and studies deriving from the Partnership should be arrived at via consensus between the Participants. Any speakers, participants in the working groups, white paper topics, interviews conducted, and advertisements that fall under the I2U2 Private Enterprise Partnership should be vetted by DOS before final approval. No USG funds are expected be committed to the I2U2 Private Enterprise Partnership, as any necessary funding should be provided via the I2U2 BC for the duration of the Partnership.
- B. For the purposes of coordinating activities under this MOU determining an appropriate allocation of private sector funds, and identifying entities and activities to/for which funds will be disbursed, the Participants may create an operational committee, which may be referred to as the Coordinating Committee. The Coordinating Committee is not expected to provide advice, but to decide on activities for the I2U2 Private Enterprise Partnership to pursue, subject to the availability of statutory authority and funds.

The Participants expect the Coordinating Committee to consist of representatives from DOS and the I2U2 BC. Each Participant should choose its representatives on the Coordinating Committee.

The Coordinating Committee would meet as often as mutually determined by the Participants, but not less frequently than monthly.

The Coordinating Committee may wish to identify and include others interested in assisting in advancing the mission and activities of the I2U2 Private Enterprise Partnership.

- C. Designated liaisons from DOS and the I2U2 BC should meet regularly to discuss event logistics, strategy for commissioning studies and working groups, and press events.
- D. Use by the Participants of DOS's logo or seal or other promotional material referring to the I2U2 Private Enterprise Partnership is subject to approval in advance by DOS. Use of DOS' logo or seal will be vetted for appropriate use on any publications or events entered into through the I2U2 Private Enterprise Partnership.

V. Dispute Resolution

In the event of questions of interpretation or application of this MOU, the Participants intend to consult to resolve the matter in good faith.

VI. Publicity

The Participants intend to work together and coordinate appropriate publicity in support of the PPP and its activities. They propose, among other things, that a press release be created for publication announcing the signing of this MOU and subsequent projects. Any communications and/or press releases referencing the PPP must be approved in writing by the Participants.

VII. Designated Points of Contact

The primary points of contact and liaison for each Participant are as follows:

- **DOS:** Austin Mudd

mudda@state.gov

+1-202-647-4092

- **I2U2 Business Coalition:** Danny Sebright

dsebright@usuaebusiness.org

+1-202-203-8645

Each Participant should notify the other in writing if the primary point of contact and liaison changes and provide updated contact information.

VIII. Commencement, Duration, Modification, and Discontinuation

This MOU commences on the date of last signature by the Participants and is intended to remain operative until the discontinuation of the MOU by either DOS or all of the I2U2 BC Participants, or a period of five (5) years. However, the duration may be extended beyond five years if the Participants jointly decide in writing. In addition, this MOU may be modified by mutual decision. Any Participant may discontinue its participation in this MOU at any time but should provide advance written notice to the others of such discontinuation.

IX. Funding & Legal Effect

Nothing in this MOU is intended to be construed as superseding or interfering in any way with agreements, contracts, or instruments entered into either prior to or subsequent to the signing of this MOU. The Participants further specifically acknowledge that this MOU is not an obligation of funds, nor does it intend to give rise to any rights or obligations under domestic or international law.

This MOU does not create any legal or binding relationship between the Participants, or commit any Participant to the obligation of any funding in furtherance of the goals of the MOU. It is intended to be implemented consistent with applicable law and is subject to the availability of appropriations.

This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, DOS, its officers, employees, or agents, or any other person.

The Participants, acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of this 21st day of September 2023.

For the U.S. Department of State

For the U.S.-UAE Business Council

Jose W. Fernandez
Under Secretary of State

Danny Sebright
President

For the UAE-India Business Council

For the UAE-Israel Business Council

Faizal Kottikollon
Chairman

Dorian Barak
Co-Founder and Co-Director